and the treaties of the United States, as the supreme law of the land, that is, the supreme law of their respective State. In Art. III. Sec. 2, the jurisdiction of the Federal Courts is declared in different language, but is certainly not less extensive. It extends to cases arising under the Constitution, or under any Act of Congress, without regard to whether it is or is not enacted in pursuance of the Constitution. That a judicial power of examining into laws to ascertain whether they are in accordance with the fundamental principles of the government existed elsewhere, before the adoption of our Constitution, the author proves by a learned review of foreign precedents, beginning with the Roman Law. Such a jurisdiction, however, was commonly conferred by the legislative power, and revocable at its will; the general maxim of Continental jurisprudence being that *ejus est legem interpretari, cujus est legem condere.* The cases in which the State Courts, before the adoption of the Constitution of the United States, ventured to hold State laws unconstitutional, are reviewed with care, though no mention is made of the Symsbury Case, Kirby 447, in which, in 1785, the Superior Court of Connecticut, following a precedent set by the Supreme Court of Errors, in 1784, held that an Act of the State Legislature purporting to curtail the boundaries of a township which it had previously granted, "could not legally operate" to abridge the property rights of the grantees, without their assent, though it would alter the boundaries of the township as a political corporation.

The Law of Contracts. By Theophilus Parsons, LL. D. Eighth Edition. Edited by Samuel Williston. Little, Brown & Co., Boston, 1893.

Professor Parson's work on contracts has long been a favorite one with the profession by reason of its comprehensiveness; and with instructors and students for the same reason. For it has always in the past answered admirably as a repository of decisions, covering all sides of a legal point, though sometimes without announcing definitely what the law might be upon that point. With students and instructors, it has been a difficult book to use satisfactorily, because of its very indefiniteness. However, the fact that so many subjects are embraced within the three volumes, has more than counteracted the less desirable qualities of the book. Parsons on Contracts has needed, for a long time, a thorough revision, not only of the text, but also of the accompanying notes. In other words, it has needed a revision which would make it a text book of modern law, rather than of the law of 1853. Mr.

William B. Kellen, who edited the Seventh Edition, did not accomplish this result, and we are much disappointed, to find that Professor Williston has failed even more signally than did his predecessor. He seems to have regarded the text, as it fell from the pen of Professor Parsons, as something too sacred to be either altered, amended, or repealed. He has not inserted, in the body of the text, even upon his own authority, anything which would show that the law has developed, in any degree, since 1853. Professor Williston seems to have been content to allow the text to stand exactly as it was, and the notes substantially as they were. It is amusing, to say the least, to find, what purports to be a modern text-book, saying, as does Parsons, Vol. II. *p. 172, "Railroad Companies have carried goods but for a short period"; and again on *p. 173, "still more recently, telegraph companies have been established"; and again on *p. 253 "Horse railroads have recently been introduced in our large cities, and are now common." But this flavor of antiquity might be forgiven, were it not that in other respects the law had been and still is incorrectly stated, and former glaring errors have been left uncorrected. For instance, in Vol. III. *p. 190, note 2, there was a most palpable error in the Seventh Edition; the statement of facts following the citation of *Burritt* v. *Belfy*, 47 Conn., 323, referring to some case entirely unlike *Burritt* v. *Belfy*. In the Eighth Edition, this error still remains, though Professor Williston professes to have revised the same. Again, in Vol. II. *p. 233, the rule of Comparative Negligence is allowed to remain as stated by Professor Parsons, save for a short note at the bottom of the page, when the fact is that, outside of Illinois, and to a limited extent in Georgia and Tennessee, the doctrine has no force whatever, except in cases of maritime collisions. And on *p. 232 of the same volume, *Pennsylvania R. R. Co.*, v. *Kerr*, is cited as authority for the statement, "If sparks from an engine set fire to a house, and from this, fire is communicated to another house and destroys it, the company is not liable for this last house; the rule, *causa proxima non remota*, applying," when it is well known that this doctrine has long ago been denied in every other State in the Union, where the question has arisen, excepting New York, and that both there and in Pennsylvania, it has been very much modified. We pass over the antique discussion of Bank Notes, in the sub-division of Tender, under the subject of Defenses, though this portion of the text is practically useless, since the abolition of State banks and the creation of National banks; but we note, with regret, that Professor Williston has failed to correct the misstatement of

Professor Parsons, with reference to the Massachusetts rule of Partial Payments, as contained in *Dean* v. *Williams*, 17 Mass. 417, and cited in Vol. II. *p. 636. We have noticed but a few of the many errors which are in this work, and have expressed but few of the criticisms which might be applied to it. There is a possibility of modernizing Parsons, and making it the valuable text book which its author intended it to be. It is therefore with great disappointment that we find an alleged revision, which substantially does not improve the work at all. We seriously question, whether it is any longer a proper text-book from which to teach the modern Law of Contracts. It never was logical, and only in places was it ever clear. It is now neither logical, clear, nor modern, and for both instructor and student while it is exhaustive, it is also exhausting.

Law of Foreign Corporations. A Discussion of the Principles of Private International Law and of Local Statutory Regulations Applicable to Transactions for Foreign Companies, by William L. Murfree, Jr. Central Law Journal Co., St. Louis, 1893.

Mr. Murfree's brief work illustrates the growing tendency to specialize in the law. The subject of the rights of corporations away from home, has been touched upon by Morawetz, Beach, and Spelling, but no thorough discussion of the law has, to our knowledge, ever before been published. The author has developed his subject in a logical manner and has evidently written as text a digest of the cases which he cites to support his statements. This to our mind is the way a text-book should be written. It is more than a compilation of cases; it indicates a great deal of difficult research together with the more difficult distinguishing and harmonizing of the cited cases. Mr. Murfree's book certainly deserves a place in a corporation lawyer's library.

A Treatise on the Law of Quasi-Contracts. By William A. Keener. Baker, Voorhis & Co., New York, 1893.

By preparing this treatise, Professor Keener has rendered a great service to the profession. The work is thoroughly scientific and is distinguished throughout by accuracy of definition and keenness of analysis. A careful perusal of the book clears away whatever misconceptions one may have entertained in regard to the nature of those legal rights which rest neither in contract nor in tort, but in statutes or in general principles of truth and justice. Confusion of ideas is avoided by exactness in the use of legal terminology. He traces the fallacious classification of quasi-